

1 Troy A. Schell, Esq. (SBN 208661)  
2 Bryan Wong, Esq. (SBN 205573)  
3 3300 East Guasti Road, 3<sup>rd</sup> Floor  
4 Ontario, California 91761  
5 Telephone: (909) 235-4400  
Facsimile: (909) 235-4419

4 Attorneys for Prime Healthcare Services – Montclair, LLC  
5 dba Montclair Hospital Medical Center

6 Sandra R. Brown  
7 Acting United States Attorney  
Dorothy A. Schouten, AUSA  
Chief, Civil Division  
8 David K. Barrett, AUSA  
Chief, Civil Fraud Section  
9 Linda A. Kontos, AUSA  
Deputy Chief, Civil Fraud Section  
10 Donald W. Yoo, AUSA (SBN 227679)  
Room 7516, Federal Building  
11 300 North Los Angeles Street  
Los Angeles, California 90012  
12 Phone: (213) 894-7395  
Facsimile: (213) 894-7819

13 Attorneys for Defendant Thomas E. Price, M.D., in his official capacity as  
14 Secretary of the Department of Health and Human Services

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**18      Prime Healthcare Services –  
19      Montclair, LLC, a limited liability  
            company doing business as  
            Montclair Hospital Medical Center,**

Plaintiff

21 | vs.

22      **Thomas E. Price, in his official**  
23      **capacity as Secretary of the**  
          **Department of Health and Human**  
          **Services,**

## Defendant.

Case No. 17-cv-00174-JFW-KK

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

1           **IT IS HEREBY STIPULATED** by and between counsel for the plaintiff  
2 Prime Healthcare Services – Montclair, LLC, doing business as Montclair Hospital  
3 Medical Center (“Plaintiff”), and defendant Thomas Price, in his official capacity  
4 as Secretary of the Department of Health and Human Services (the “Defendant”),  
5 (Collectively, the “Parties”), that during the pre-trial stage of the above-captioned  
6 cases (the “Litigation”) the following Protective Order (the “Order”) shall govern  
7 the handling of Confidential Information received through discovery, or the  
8 voluntary exchange of information, (“Discovery Material”) in the Litigation. It is  
9 the intent of the Parties to seek Court approval of this Stipulation after the  
10 appearance of Defendant in these actions, if such appearance becomes necessary.  
11 Until such time as Court approval is obtained, if ever, this Stipulation shall  
12 constitute a binding agreement between the Parties as to the handling of  
13 Confidential Information. The handling of Confidential Information during trial  
14 shall be governed by a subsequent order.

15        1.1    PURPOSES AND LIMITATIONS

16 Discovery in this action is likely to involve production of confidential, proprietary,  
17 or private information for which special protection from public disclosure and from  
18 use for any purpose other than prosecuting and defending this litigation may be  
19 warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
20 enter the following Stipulated Protective Order. The parties acknowledge that this  
21 Order does not confer blanket protections on all disclosures or responses to  
22 discovery and that the protection it affords from public disclosure and use extends  
23 only to the limited information or items that are entitled to confidential treatment  
24 under the applicable legal principles. The parties further acknowledge, as set forth  
25 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
26 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
27 procedures that must be followed and the standards that will be applied when a  
28 party seeks permission from the court to file material under seal.

1 Nothing in this Protective Order supersedes existing independent statutory, law  
2 enforcement, national security, or regulatory obligations imposed on a party, and  
3 this Stipulated Protective Order does not prohibit or absolve the parties from  
4 complying with such other obligations.

5 **1.2 GOOD CAUSE STATEMENT**

6 This action is likely to involve information and documents which may be subject to  
7 limitations on disclosure due to federal laws, state laws, privileges and/or privacy  
8 rights concerning the disclosure of confidential medical information, trade secrets,  
9 or proprietary information. Accordingly, to expedite the flow of information, to  
10 facilitate the prompt resolution of disputes over confidentiality of discovery  
11 materials, to adequately protect information the parties are entitled to keep  
12 confidential, to ensure that the parties are permitted reasonable necessary uses of  
13 such material in preparation for and in the conduct of trial, to address their  
14 handling at the end of the litigation, and to serve the ends of justice, a protective  
15 order for such information is justified in this matter. It is the intent of the parties  
16 that information will not be designated as confidential for tactical reasons and that  
17 nothing be so designated without a good faith belief that it has been maintained in  
18 a confidential, non-public manner, and there is good cause why it should not be  
19 part of the public record of this case.

20 **1.3 CONFIDENTIAL HEALTH INFORMATION**

21 This action involves documents and information that are likely to contain  
22 certain individually identifiable health information (defined as health information  
23 that is connected to a patient's name, address, social security number or other  
24 identifying number). Information produced may be subject to the provisions of the  
25 Privacy Act (5 U.S.C. § 552a), the HIPAA Privacy and Security Rule (45 C.F.R.  
26 Parts 160, 162, 164), or the provisions of 42 U.S.C. § 1306, or there may be no  
27 waiver by the patient to produce the records to any entity outside the requested or  
28 subpoenaed person. The Producing Party may produce the information in an

1 unredacted form and shall designate this information as confidential in the manner  
2 set forth in paragraph 5 below. All Parties receiving this designated information  
3 shall not file these documents or information, submit them to the Court, or  
4 reproduce their contents in any court filing unless the information is placed under  
5 seal or all information that would identify the subject of the document or  
6 information has been removed or redacted.

7 2. DEFINITIONS

8 2.1 Action: This pending federal law suit.

9 2.2 Challenging Party: A Party or Non-Party that challenges the designation of  
10 information or items under this Order.

11 2.3 “Confidential” or ‘Confidential Health Information’: Information  
12 (regardless of how it is generated, stored or maintained) or tangible things that  
13 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
14 above in the Good Cause Statement and description of Confidential Health  
15 Information.

16 2.4 Counsel: Government counsel, Plaintiff’s In-house counsel and any Outside  
17 Counsel of record, as well as counsel’s support staff.

18 2.5 Designating Party: A Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION.”

21 2.6 Disclosure or Discovery Material: All items or information, regardless of the  
22 medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced  
24 or generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: A person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve  
27 as an expert witness or as a consultant in this Action.

28 2.8 In-House Counsel: Attorneys who are employees of a Party to this Action.

1 In-House Counsel does not include Outside Counsel of Record or any other outside  
2 counsel.

3 2.9 Non-Party: Any natural person, partnership, corporation, association, or  
4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: Attorneys who are not employees of a Party to  
6 this Action but are retained to represent or advise a party to this Action and have  
7 appeared in this Action on behalf of that Party or are affiliated with a law firm  
8 which has appeared on behalf of that Party, and includes support staff.

9 2.11 Party: Any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12 2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14 2.13 Professional Vendors: Persons or entities that provide litigation support  
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
17 and their employees and subcontractors.

18 2.14 Protected Material: Any Disclosure or Discovery Material that is designated  
19 by a party as “CONFIDENTIAL” or “CONFIDENTIAL HEALTH  
20 INFORMATION.”

21 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material  
22 from a Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only Protected  
25 Material (as defined above), but also (1) any information copied or extracted from  
26 Protected Material; (2) all copies, excerpts, summaries, or compilations of  
27 Protected Material; and (3) any testimony, conversations, or presentations by  
28 Parties or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the trial  
2 judge. This Order does not govern the use of Protected Material at trial.

3     4. **DURATION**

4       Even after final disposition of this litigation, the confidentiality obligations  
5 imposed by this Order shall remain in effect until a Designating Party agrees  
6 otherwise in writing or a court order otherwise directs. Final disposition shall be  
7 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
8 with or without prejudice; and (2) final judgment herein after the completion and  
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
10 including the time limits for filing any motions or applications for extension of  
11 time pursuant to applicable law.

12     5. **DESIGNATING PROTECTED MATERIAL**

13     5.1 **Exercise of Restraint and Care in Designating Material for Protection.**

14       Each Party or Non-Party that designates information or items for protection under  
15 this Order must take care to limit any such designation to specific material that  
16 qualifies under the appropriate standards. The Designating Party must designate for  
17 protection only those parts of material, documents, items, or oral or written  
18 communications that qualify so that other portions of the material, documents,  
19 items, or communications for which protection is not warranted are not swept  
20 unjustifiably within the ambit of this Order.

21       Mass, indiscriminate, or routinized designations are prohibited. Designations that  
22 are shown to be clearly unjustified or that have been made for an improper purpose  
23 (e.g., to unnecessarily encumber the case development process or to impose  
24 unnecessary expenses and burdens on other parties) may expose the Designating  
25 Party to sanctions.

26       If it comes to a Designating Party's attention that information or items that it  
27 designated for protection do not qualify for protection, that Designating Party must  
28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1       5.2 Manner and Timing of Designations. Except as otherwise provided in this  
2 Order (see, e.g., section 5.2(b) below), or as otherwise stipulated or ordered,  
3 Disclosure or Discovery Material that qualifies for protection under this Order  
4 must be clearly so designated before the material is disclosed or produced.  
5 Designation in conformity with this Order requires:

- 6       (a) For information in documentary form (e.g., paper or electronic documents,  
7 but excluding electronic information produced in native form or in a format that is  
8 not amenable to visible endorsement on the image, and also excluding transcripts  
9 of depositions or other pretrial or trial proceedings), that the Producing Party affix  
10 the legend “CONFIDENTIAL” or “CONFIDENTIAL HEALTH  
11 INFORMATION” to each page of the document that contains protected material.  
12 If only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).
- 15       (b) For electronic information that is provided in native form or a format that is  
16 not amenable to visible endorsement on the image, the file name(s) shall begin  
17 with “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION.”<sup>1</sup>  
18 The media on which the Protected Material is provided (e.g., CD, DVD, external  
19 hard drive) also must be and remain plainly labeled with “CONFIDENTIAL –  
20 SUBJECT TO PROTECTIVE ORDER” or “CONFIDENTIAL HEALTH  
21 INFORMATION” unless and until the protection of the data within the media is  
22 removed. Any copying or transferring of electronic files that are designated as  
23 Protected Material must be done in a manner that maintains the protection for all  
24 copies, including, but not limited to, maintaining the protection in the filename(s)  
25 and the location where the copies are stored and the location where the users  
26 access the information.

27  
28       

---

<sup>1</sup> The original metadata of the native files shall be retained pursuant to the Parties’ agreed upon  
ESI protocols.

1           (c) A Party or Non-Party that makes original documents available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated  
3 which documents it would like copied and produced. During the inspection and  
4 before the designation, all of the material made available for inspection shall be  
5 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
6 documents it wants copied and produced, the Producing Party must determine  
7 which documents qualify for protection under this Order. Then, before producing  
8 the specified documents, the Producing Party must affix the “CONFIDENTIAL or  
9 CONFIDENTIAL HEALTH INFORMATION legend” to each page of the  
10 document that contains Protected Material. If only a portion or portions of the  
11 material on a page qualifies for protection, the Producing Party also must clearly  
12 identify the protected portion(s) (e.g., by making appropriate markings in the  
13 margins). If the original documents made available for inspection that are  
14 designated for copying include materials produced in native file format, or that are  
15 in a format that is not amenable to visible endorsement on the image, the  
16 Producing Party shall comply with the direction in subparagraph (b) of this  
17 Paragraph regarding their production.

18           (d) For testimony given in depositions that the Designating Party identify  
19 the Disclosure or Discovery Material on the record, or by letter from counsel  
20 within thirty days of receipt of the official deposition transcript or copy thereof (or  
21 written notification that the transcript is available), listing the specific pages and  
22 lines of the transcript and any exhibits that should be treated as Protected Material.  
23 The entire deposition transcript (including any exhibits not previously produced in  
24 discovery in this Action) shall be treated as Protected Material under this Order  
25 until the expiration of the above-referenced 30-day period for designation, except  
26 that the deponent (and his or her counsel, if any) may review the transcript of his or  
27 her own deposition during the 30-day period subject to this Order and the  
28 requirement of executing the certification attached as Exhibit A. After designation

1 of Protected Material is made, the following shall be placed on the front of the  
2 original and each copy of a deposition transcript containing Protected Material:  
3 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or  
4 “CONFIDENTIAL HEALTH INFORMATION.” If the deposition was filmed,  
5 both the recording storage medium (*i.e.* CD or DVD) and its container shall be  
6 labeled “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or  
7 “CONFIDENTIAL HEALTH INFORMATION.”

8 (e) For information produced in some form other than documentary and for  
9 any other tangible items, that the Producing Party affix in a prominent place on the  
10 exterior of the container or containers in which the information is stored the legend  
11 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or  
12 “CONFIDENTIAL HEALTH INFORMATION.” If only a portion or portions of  
13 the information warrants protection, the Producing Party, to the extent practicable,  
14 shall identify the protected portion(s).

15 (f) For interrogatory answers and responses to requests for admissions,  
16 designation of Protected Material shall be made by placing within each  
17 interrogatory answer or response to requests for admission asserted to contain  
18 Protected Material the following: “CONFIDENTIAL – SUBJECT TO  
19 PROTECTIVE ORDER” or ‘CONFIDENTIAL HEALTH INFORMATION.’

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
21 to designate qualified information or items does not, standing alone, waive the  
22 Designating Party’s right to secure protection under this Order for such material.  
23 Upon timely correction of a designation, the Receiving Party must make  
24 reasonable efforts to assure that the material is treated in accordance with the  
25 provisions of this Order.

26

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation

1 of confidentiality at any time that is consistent with the Court's Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
3 process under Local Rule 37.1 *et seq.*

4 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
5 Designating Party. Frivolous challenges, and those made for an improper purpose  
6 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
7 expose the Challenging Party to sanctions. Unless the Designating Party has  
8 waived or withdrawn the confidentiality designation, all parties shall continue to  
9 afford the material in question the level of protection to which it is entitled under  
10 the Producing Party's designation until the Court rules on the challenge.

11 6.4 After a designation as Protected Material is removed or withdrawn by the  
12 Designating Party or by the Court, the Designating Party must provide to the  
13 Receiving Party replacement documents, files, or information that is free from any  
14 marking is or designations as Protected Material. The replacement versions shall  
15 be provided in the same format as the information that is to be replaced, unless  
16 otherwise agreed to by the Parties. The presumptive time for providing the  
17 replacement information shall be ten days, but the Designating Party must in good  
18 faith provide the information in a reasonable time, considering any agreements  
19 with the Receiving Party, the volume of information to be re-produced, and the  
20 nature or format of the information.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under  
26 the conditions described in this Order. When the Action has been terminated, a  
27 Receiving Party must comply with the provisions of section 13 regarding Final  
28 Disposition below.

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 **7.2 Disclosure of “CONFIDENTIAL” or “CONFIDENTIAL HEALTH**  
5 **INFORMATION” Information or Items.** Unless otherwise ordered by the court or  
6 permitted in writing by the Designating Party, a Receiving Party may disclose any  
7 information or item designated “CONFIDENTIAL” or “CONFIDENTIAL  
8 HEALTH INFORMATION” only to:

- 9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary  
11 to disclose the information for this Action;
- 12 (b) the officers, directors, and employees (including In-house Counsel) of the  
13 Receiving Party to whom disclosure is reasonably necessary for this Action and  
14 who have received a copy of this Order and signed the “Acknowledgment and  
15 Agreement to Be Bound” form attached as Exhibit A;
- 16 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
17 reasonably necessary for this Action and who received a copy of this Order and  
18 signed the “Acknowledgment and Agreement to Be Bound” form attached as  
19 Exhibit A;
- 20 (d) the court and its personnel;
- 21 (e) court reporters and their staff;
- 22 (f) professional jury or trial consultants, mock jurors, and Professional Vendors, to  
23 whom disclosure is reasonably necessary for this Action and who have received a  
24 copy of this Order and signed the “Acknowledgment and Agreement to Be Bound”  
25 form attached as Exhibit A;
- 26 (g) witnesses and potential witnesses, including their counsel, provided each such  
27 person first receives a copy of this Order and signs the “Acknowledgment and  
28 Agreement to Be Bound” form attached as Exhibit A;

1                         (h) during their depositions, witnesses, and attorneys for witnesses, in the Action  
2 to whom disclosure is reasonably necessary provided that (1) the deposing party  
3 provides the witness with a copy of this Order and requests that the witness signs  
4 the “Acknowledgment and Agreement to Be Bound” form attached as Exhibit A;  
5 and (2) the witness will not be permitted to keep any Protected Material unless  
6 they sign the “Acknowledgment and Agreement to Be Bound” attached as Exhibit  
7 A, unless otherwise agreed by the Designating Party or ordered by the court. Pages  
8 of transcribed deposition testimony or exhibits to depositions that reveal Protected  
9 Material may be separately bound by the court reporter and may not be disclosed  
10 to anyone except as permitted under this Order; and

11                         (i) any mediator, arbitrator or settlement officer, and their supporting personnel,  
12 mutually agreed upon by any of the parties engaged in settlement discussions.

13                         8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
14                         PRODUCED IN OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation that  
16 compels disclosure of any information or items designated in this Action as  
17 “CONFIDENTIAL” or “CONFIDENTIAL HEALTH INFORMATION” that Party  
18 must:

19                         (a) promptly notify in writing the Designating Party. Such notification shall  
20 include a copy of the subpoena or court order;

21                         (b) promptly notify in writing the party who caused the subpoena or order to issue  
22 in the other litigation that some or all of the material covered by the subpoena or  
23 order is subject to this Protective Order. Such notification shall include a copy of  
24 this Stipulated Protective Order; and

25                         (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
26 Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with the  
28 subpoena or court order shall not produce any information designated in this action

1 as “CONFIDENTIAL,” or “CONFIDENTIAL HEALTH INFORMATION” before  
2 a determination by the court from which the subpoena or order issued, unless the  
3 Party has obtained the Designating Party’s permission. Absent a court order to the  
4 contrary, the Designating Party shall bear the burden and expense of seeking  
5 protection in that court of its confidential material and nothing in these provisions  
6 should be construed as authorizing or encouraging a Receiving Party in this Action  
7 to disobey a lawful directive from another court.

8     9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
9     PRODUCED IN THIS LITIGATION

10 (a) The terms of this Order are applicable to information produced by a Non-Party  
11 in connection with this Action, including the United States’ investigation of  
12 Relator’s allegations, and designated as “CONFIDENTIAL” or “CONFIDENTIAL  
13 HEALTH INFORMATION”. Such information produced by Non-Parties in  
14 connection with this litigation is protected by the remedies and relief provided by  
15 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
16 Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to produce a  
18 Non-Party’s confidential information in its possession, and the Party is subject to  
19 an agreement with the Non-Party not to produce the Non-Party’s confidential  
20 information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party that some  
22 or all of the information requested is subject to a confidentiality agreement with a  
23 Non-Party;

24 (2) promptly provide the Non-Party with a copy of this Order in this Action, the  
25 relevant discovery request(s), and a reasonably specific description of the  
26 information requested; and

27 (3) make the information requested available for inspection by the Non-Party, if  
28 requested.

1           (c) If the Non-Party fails to seek a protective order from this court within 14 days  
2 of receiving the notice and accompanying information, the Receiving Party may  
3 produce the Non-Party's Confidential Information responsive to the discovery  
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
5 not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the court.  
7 Absent a court order to the contrary, the Non-Party shall bear the burden and  
8 expense of seeking protection in this court of its Protected Material.

9           10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10          If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
11 Protected Material to any person or in any circumstance not authorized under this  
12 Order, the Receiving Party must immediately (a) notify in writing the Designating  
13 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
14 unauthorized copies of the Protected Material, (c) inform the person or persons to  
15 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
16 request such person or persons to execute the "Acknowledgment and Agreement to  
17 Be Bound" form attached as Exhibit A.

18          11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
19 PROTECTED MATERIAL

20          When a Producing Party gives notice to Receiving Parties that certain inadvertently  
21 produced material is subject to a claim of privilege or other protection, the  
22 obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
24 procedure may be established in an e-discovery order that provides for production  
25 without prior privilege review.

26          12. MISCELLANEOUS

27          12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the Court in the future.

1       12.2 Right to Assert Other Objections. By stipulating to the entry of this Order no  
2 Party waives any right it otherwise would have to object to disclosing or producing  
3 any information or item on any ground not addressed in this Order. Similarly, no  
4 Party waives any right to object on any ground to use in evidence of any of the  
5 material covered by this Order.

6       12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
7 Material must comply with Civil Local Rule 79-5. Protected Material may only be  
8 filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material at issue. If a Receiving Party intends to file any Protected  
10 Material of a Designating Party, it must provide sufficient notice to the  
11 Designating Party to allow the Designating Party to timely request to file the  
12 Protected Material at issue under seal. If the Designating Party's request to file  
13 Protected Material under seal is denied by the court, then the Receiving Party may  
14 file the information in the public record unless otherwise instructed by the court.

15      13. FINAL DISPOSITION

16      After the final disposition of this Action, as defined in paragraph 4, within 60 days  
17 of a written request by the Designating Party, each Receiving Party must return all  
18 Protected Material to the Producing Party or destroy such material. As used in this  
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
20 summaries, and any other format reproducing or capturing any of the Protected  
21 Material. Whether the Protected Material is returned or destroyed, the Receiving  
22 Party must submit a written certification to the Producing Party (and, if not the  
23 same person or entity, to the Designating Party) by the 60 day deadline that (1)  
24 identifies (by category, where appropriate) all the Protected Material that was  
25 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
26 copies, abstracts, compilations, summaries or any other format reproducing or  
27 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
28 are entitled to retain an archival copy of all pleadings, motion papers, trial,

1 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
2 and trial exhibits, expert reports, attorney work product, and consultant and expert  
3 work product, even if such materials contain Protected Material. Any such archival  
4 copies that contain or constitute Protected Material remain subject to this  
5 Protective Order as set forth in Section 4 (DURATION). The United States  
6 Attorney's Office for the Central District of California, the Civil Division of the  
7 Department of Justice, and the Office of the Inspector General of the Department  
8 of Health and Human Services shall each have the right to maintain one copy of  
9 such documents for their master files.

10 14. DISCLOSURE TO AGENCIES OR DEPARTMENTS OF THE UNITED  
11 STATES OR OF THE STATE OF CALIFORNIA

12 Nothing contained in this Order shall prevent or in any way limit or impair  
13 the right of the United States or of the State of California to disclose to any agency  
14 or department of the United States or of the State of California, or any division of  
15 any such agency or department, designated confidential documents or  
16 electronically stored information relating to any potential violation of law or  
17 regulation, or relating to any matter within that agency's or department's  
18 jurisdiction. Nor shall anything contained in this Order prevent or in any way limit  
19 or impair the use of any such designated confidential documents or electronically  
20 stored information by an agency or department in any proceeding relating to any  
21 potential violation of law or regulation, or relating to any matter within that  
22 agency's or department's jurisdiction, provided, however, that the agency or  
23 department shall maintain the confidentiality of the designated confidential  
24 documents or electronically stored information consistent with the terms of this  
25 Order.

26 15. DISCLOSURES TO THE UNITED STATES CONGRESS

27 Nothing contained in this Order shall prevent or in any way limit or impair  
28 the right of the United States to provide designated confidential documents or



## ORDER

GOOD CAUSE APPEARING, IT IS SO ORDERED.

DATED: June 19, 2017

HONORABLE KENLY KIYA KATO  
United States Magistrate Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

---